

13-20-4 Nonconforming motor vehicles -- Replacement -- Refund -- Criteria -- Defenses.

- (1) If the manufacturer, its agent, or its authorized dealer is unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any defect or condition that substantially impairs the use, market value, or safety of the motor vehicle after a reasonable number of attempts, the manufacturer shall replace the motor vehicle with a comparable new motor vehicle or accept return of the vehicle from the consumer and refund to the consumer the full purchase price including all collateral charges, less a reasonable allowance for the consumer's use of the vehicle. Refunds shall be made to the consumer, and any lienholders or lessors as their interests may appear.
- (2) A reasonable allowance for use is that amount directly attributable to use by the consumer prior to his first report of the nonconformity to the manufacturer, its agent, or its authorized dealer, and during any subsequent period when the vehicle is not out of service because of repair.
- (3) Upon receipt of any refund or replacement under Subsection (1), the consumer, lienholder, or lessor shall furnish to the manufacturer clear title to and possession of the motor vehicle.
- (4) It is an affirmative defense to any claim under this chapter:
 - (a) that an alleged nonconformity does not substantially impair the consumer's use of the motor vehicle and does not substantially impair the market value or safety of the motor vehicle; or
 - (b) that an alleged nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of a motor vehicle by a consumer.

Amended by Chapter 249, 1990 General Session